

PYMATUNING TOWNSHIP
MERCER COUNTY, PENNSYLVANIA
PYMATUNING ORDINANCE NO. 128

AN ORDINANCE OF THE TOWNSHIP OF PYMATUNING,
COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE PROPER
PYMATUNING TOWNSHIP OFFICIALS TO ENTER INTO A
MUTUAL AID AGREEMENT FOR THE PROVIDING OF FIRE AND
RESCUE SERVICES BY AND BETWEEN THE CITY OF SHARON, THE
CITY OF HERMITAGE, THE CITY OF FARRELL, THE BOROUGH OF
GREENVILLE, THE BOROUGH OF SHARPSVILLE, THE BOROUGH OF
WHEATLAND, THE BOROUGH OF WEST MIDDLESEX, THE BOROUGH OF
CLARK, THE BOROUGH OF NEW WILMINGTON, THE BOROUGH OF
JAMESTOWN, THE BOROUGH OF SANDY LAKE, THE BOROUGH OF
FREDONIA, THE BOROUGH OF MERCER, THE BOROUGH OF
STONEBORO, THE BOROUGH OF SHEAKLEYVILLE, THE BOROUGH
OF JACKSON CENTER, THE BOROUGH OF COCHRANTON, THE
TOWNSHIP OF SHENANGO, THE TOWNSHIP OF PYMATUNING,
THE TOWNSHIP OF SOUTH PYMATUNING, THE TOWNSHIP OF
JEFFERSON, THE TOWNSHIP OF WEST SALEM, THE TOWNSHIP OF
BROOKFIELD, THE TOWNSHIP OF HEMPFIELD, THE TOWNSHIP OF
SPRINGFIELD, THE TOWNSHIP OF GREENWOOD, AND THEIR
RESPECTIVE MUNICIPAL FIRE DEPARTMENTS AND/OR VOLUNTEER
FIRE DEPARTMENTS OPERATING WITHIN THEIR MUNICIPAL
JURISDICTION.

Be it ORDAINED AND ENACTED by the BOARD OF SUPERVISORS
of the TOWNSHIP OF PYMATUNING,
Mercer County, Pennsylvania, and it is hereby ordained and
enacted by the authority of the same as follows:

- SECTION 1. AUTHORIZATION: The proper TOWNSHIP officials are hereby authorized to enter into a Mutual Aid Agreement for the provision of fire and rescue services with the City of Sharon, City of Hermitage, City of Farrell, the Borough of Greenville, Borough of Sharpsville, Borough of Wheatland, Borough of West Middlesex, Borough of Clark, Borough of New Wilmington, Borough of Jamestown, Borough of Sandy Lake, Borough of Fredonia, Borough of Mercer, Borough of Stoneboro, Borough of Sheakleyville, Borough of Jackson Center, Borough of Cochranon, the Township of Shenango, Township of Pymatuning, Township of South Pymatuning, Township of Jefferson, Township of West Salem, Township of Brookfield, Township of Hempfield, Township of Springfield, Township of Greenwood, and their respective municipal and/or volunteer fire departments.
- SECTION 2. CONDITIONS OF AGREEMENT: The Mutual Aid Agreement, a copy of which is attached to this Ordinance, shall provide, inter alia, the method of requesting assistance; the chain of command when assistance is requested; control of personnel and equipment; insurance and indemnification; right of refusal to respond; provision of supplies and/or welfare items at the time and scene of the emergency; and provision for amendment of the Agreement.

- SECTION 3. DURATION: The Agreement shall become effective upon final passage of this Ordinance and shall remain in full force and effect until any party to the Agreement shall give thirty (30) days written notice to each of the others of its intent to withdraw.
- SECTION 4. FINANCIAL COMMITMENT: The Mutual Aid Agreement requires no financing independent of the normal budgetary allotments for the operation of the municipal and/or volunteer fire department, and therefore, no financial commitment is required to effect the Agreement.
- SECTION 5. ORGANIZATIONAL STRUCTURE: There is no organizational structure created to implement the Agreement. The Agreement will be implemented through the chain of command already existent in each municipal and/or volunteer fire department.
- SECTION 6. DISPOSITION OF PROPERTY: The Agreement does not require or provide for the acquisition, management or disposal of any real or personal property.
- SECTION 7. PURPOSE AND OBJECTIVE OF AGREEMENT: The purpose and objective of the Agreement is to provide for mutual aid to each municipality when an emergency, disaster, or wide spread conflagration cannot be met with the facilities of any municipality or its municipal fire department and/or volunteer fire department.
- SECTION 8. SEVERABILITY: The provisions of this Ordinance shall be severable, and, if any of the provisions hereof shall be held unconstitutional, void, or otherwise unenforceable, such shall not affect the validity of any of the remaining provisions of said Ordinance.
- SECTION 9. REPEALER: All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance are hereby repealed insofar as the same affects this Ordinance.
- SECTION 10. EFFECTIVE DATE: This Ordinance shall become effective ten (10) days after the final passage.

ORDAINED AND ENACTED finally into law by the BOARD OF SUPERVISORS of the TOWNSHIP OF PYMATUNING, this 14TH day of MARCH, A.D., 1985.

ATTEST:

Speeda Lukman

James L. ...
Jeffrey A. M. ...
William C. Blase

MERCER COUNTY REGIONAL
MUTUAL AID AGREEMENT
FIRE AND RESCUE SERVICES

THIS AGREEMENT made and entered into this FOURTEENTH day of MARCH, 1985, by and between the City of Sharon, the City of Hermitage, the City of Farrell, the Borough of Greenville, the Borough of Sharpsville, the Borough of Wheatland, the Borough of West Middlesex, the Borough of Clark, the Borough of New Wilmington, the Borough of Jamestown, the Borough of Sandy Lake, the Borough of Fredonia, the Borough of Mercer, the Borough of Stoneboro, the Borough of Sheakleyville, the Borough of Jackson Center, the Borough of Cochranon, the Township of Shenango, the Township of Pymatuning, the Township of South Pymatuning, the Township of Jefferson, the Township of West Salem, the Township of Brookfield, the Township of Hempfield, the Township of Springfield, the Township of Greenwood; the respective Municipal Fire Departments and/or Volunteer Fire Departments of said municipalities, all of which are either political subdivisions or recognized active fire and rescue organizations, providing such services in or about Mercer County, Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, the parties hereto are either governing political bodies or fire and rescue organizations and as such are the owners and operators of certain fire apparatus and related fire fighting equipment and have the support of local firefighters who respond to calls; and

WHEREAS, the parties hereto are geographically located in proximity to each other; and

WHEREAS, the respective fire and rescue organizations and the political entities are desirous of providing more adequate fire and rescue protection within the respective territories in the event of a fire, or other disaster or emergency threatening lives and/or physical property through the mutual resources of the parties for the respective mutual benefits of the people and property served by the parties; and

WHEREAS, it is to the mutual advantage and mutual benefit of the parties hereto that each agree to render supplemental fire and rescue protection in the event of any emergency which develops or threatens to develop beyond the control of any of the party or parties' fire safety services.

NOW, THEREFORE, in consideration of the respective mutual covenants and promises herein, the parties agree as follows:

1. Definitions: As used herein, (a) "requesting party" shall mean that party requesting aid, (b) "responding party" shall mean that party affording or responding to a call for mutual assistance, (c) "authority having jurisdiction" shall mean the highest appointed or elected official authorized to summon and request aid.
2. The parties authorize their respective fire chiefs, and in their absence the ranking senior officer or other member in charge of the emergency scene, to request and afford mutual aid from and to the other party upon such request.
3. In the event of or the threat of any emergency, disaster, or widespread conflagration which cannot be met with the facilities of one municipality or its fire department or volunteer fire department, the other municipality's fire department, or volunteer fire department, agrees upon proper request to furnish assistance to the party requesting such assistance upon either an actual or standby basis. The extent of the assistance to be furnished under this agreement shall be determined solely by the party furnishing such assistance, and it is understood that the assistance so furnished may be recalled at the sole discretion of the furnishing party.

4. Details, concerning the methods of requesting such assistance, the persons authorized to send and receive such requests, and the nature of the assistance provided may be set forth in written agreements between the parties hereto and any changes or modifications therefrom should likewise be in writing.

5. The commanding fire fighter of the party requested to render mutual aid assistance shall report to and receive instructions from the commanding fire officer of the party to which assistance is being rendered. However, any other fire fighter rendering assistance to another fire department hereunder shall be directly supervised, controlled, and/or deployed by his commanding fire line officer of the rendering fire department. Any fire fighter who renders mutual aid assistance shall be responsible for his own individual actions and conduct.

6. When providing mutual aid assistance, the fire fighters who render such assistance shall not be considered for any purpose to be employees of the municipality to which such assistance is being rendered or members of the fire department to which principally services such municipality. All employment rights, wage compensation if any, worker's compensation insurance, liability insurance, and other matters which may become involved for work performed and services rendered in giving assistance pursuant to this agreement to another fire department or in or for any municipality shall be the sole responsibility of the firefighter's regular fire department, and not the responsibility of the fire department to which assistance is given or the municipality which is principally serviced by the fire department to which assistance is being given.

7. All vehicles and fire apparatus, or related equipment furnished in or for mutual aid assistance shall be operated by personnel trained by the fire department furnishing the equipment.

8. It is further understood and agreed that if while rendering aid, the fire department rendering such assistance and/or their contractual insurance carrier shall be liable for all legally determined damages that shall be caused by the rendering fire department. Each fire department in this agreement agrees to obtain sufficient insurance coverage to meet its responsibilities hereunder. Such insurance coverage shall include, but not limited to, workers' compensation insurance; vehicular comprehensive, collision, bodily injury and property damage liability insurance; and general liability insurance.

9. The provisions of this agreement shall not be construed as to impose an obligation on any fire department hereto to respond to a request for mutual aid assistance. At any time such assistance is requested, the fire department so requested may, for any reason, deem it advisable not to respond and may so inform the requesting fire department. There shall, therefore, be no liability imposed upon any of the parties hereto for failure to respond to a request for mutual aid assistance.

10. This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

11. The parties to this agreement shall exercise due diligence in returning lost, forgotten, or missing equipment and material, returning same to its rightful owner.

12. The requesting fire department and/or emergency rescue unit shall be responsible for absorbing the cost of providing welfare items for fire fighter and emergency personnel, to the extent that these supplies/welfare items are available at the time and at the scene of the emergency, and that the requesting party shall be further responsible for providing miscellaneous items, as reasonably agreed to by the parties to this agreement.

13. Any party certifying to this agreement may withdraw at any time, upon thirty (30) days written notice to all of the other parties identified herein. This agreement shall, however, continue to exist among all remaining parties. The terms of this agreement shall be for a one year period from the date of agreement, and it shall be renewed automatically for a like and successive term of one year, unless a listed party shall notify the other parties hereto in writing at least thirty (30) days prior to the expiration of the annual term of this agreement, of their intention to terminate said agreement.

14. When an invitation is extended by any municipality and/or fire department already party to this agreement; then additional fire departments may become parties to this agreement upon acceptance and execution of this agreement, and upon approval by their governing political bodies.

15. This agreement shall become effective for each party hereto when the party, by ordinance of its governing political body adopts and approves this agreement, and authorizes the proper municipal and fire department official to execute same.

16. All prior agreements, ordinances, resolutions and sections or sentences thereof, duly adopted by the governing political bodies of the parties hereto, that are held to be in conflict with this agreement are hereby declared repealed to the extent of the conflict.

17. If any section, sub-section, paragraph, sentence, clause or phrase of this Agreement is declared, by any court of competent jurisdiction to be invalid, such invalidity shall not affect any other position of this Agreement. The governing political bodies of the parties hereto, hereby declare that they would have adopted every section, sub-section, paragraph, sentence, clause or phrase of the Agreement regardless of the fact that any other section, sub-section, paragraph, sentence, clause or phrase be declared invalid.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their proper officials and their signatures hereto affixed shall attest to the validity of this fire and rescue protection mutual aid agreement the day and year first above written.

SIGNATURE PAGE

Mercer County Regional
Mutual Aid Agreement
Fire & Rescue Services

ATTEST:

TOWNSHIP OF PYMATUNING

Saida Jakson
Secretary

By *James L. ...*
Chairman, Board of Supervisors

William C. Blakely

By *Jeffrey A. McHeath*
Supervisor

By _____
Fire Chief

MARCH 14, 1985
Date Adopted